



City of NORFOLK

C: Dir., Department of Human Services

To the Honorable Council
City of Norfolk, Virginia

February 25, 2014

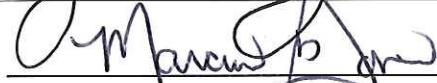
From: Steve Hawks, Director of Human Services

Subject: Lease for Department of
Human Services' Employee Parking
Lot

Reviewed: Wynter C. Benda, Assistant City Manager

Ward/Superward:
Ward 2/Superward 6

Approved:



Marcus D. Jones, City Manager

Item Number:

R-8

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Starke Street, L.L.C.
109 East Main Street, Suite 200
Norfolk, Virginia 23510

III. **Description**

This agenda item seeks City Council's approval of a lease extension for the property formerly known as the "Starke Street Lot" so as to accommodate parking for the City of Norfolk's Department of Human Services ("Human Services").

IV. **Analysis**

Since July 2005, Human Services, as well as, the HART unit, Family Services and Ryan White – approximately 250 employees – have been housed at 741 Monticello Avenue. This facility's immediate parking lot provides approximately seventy seven (77) spaces for Human Services' fleet; plus, capacity for employee, guest and handicapped parking. As a supplement, the City of Norfolk's General Services department provided parking for Human Services at both the Harrison Opera House and the Starke Street Lot until the City of Norfolk ceased renting the Starke Street Lot in 2010. Human Services subsequently assumed Starke Street Lot lease as of December 1, 2010.

V. Financial Impact

The annual lease amount of \$41,316 represents an increase of \$936.00 annually for the Starke Street Lot, as well as, an additional seventeen (17) spaces for \$9,180.00 annually from December 1, 2013 through August 31, 2016. The lease will be managed and paid from Human Services' budget. As an administrative cost, this lease expense will be eligible for a reimbursement from the Virginia Department of Social Services of up to 77%.

VI. Environmental

N/A

VII. Community Outreach/Notification

N/A

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter has been coordinated with the Department of Real Estate, Public Works and the City Attorney's office.

Supporting Material from the Department of Human Services, the City Attorney, and Public Works:

- Draft Ordinance
- Exhibit A - Draft Lease
- Exhibit B – Lot Description
- Exhibit C – Land Survey

EXHIBIT A TO ORDINANCE

Prepared by: Office of the Norfolk City Attorney
Nathaniel Beaman IV, Deputy City Attorney (VSB#18486)
Return to: Office of the Norfolk City Attorney
Tax Map Reference No.: n/a

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made this 1st day of December, 2013, by and between **STARKE STREET, L.L.C.**, a Virginia limited liability company ("Starke Street"), **Lessee**, and the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), **Lessee**, whose address is 810 Union Street, Norfolk, Virginia 23510.

WITNESSETH:

Starke Street, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained, to be paid, kept and performed by City, subject to the annual appropriation of funds by City Council, has demised and leased and does hereby demise and lease unto City, and City does hereby lease and hire from Starke Street, the lands known as Lots 11, 12, 13, 14, 15 & 16, and N/F Rettew, on that certain plat entitled "Physical Survey of Lots 11, 12, 13, 14, 15 & 16 Plan Showing Survey and Layout of Jones Estate and Portion of Property shown on Survey for Mary Rettew, Norfolk, Virginia," located at the corner of the intersection of Starke Street and Granby Street, Norfolk, Virginia, together with all improvements thereon, and more particularly described in Exhibit A and shown on Exhibit B ("Premises"). In addition, Starke Street does hereby lease to City in accordance with the provisions hereinafter set forth, and subject to the annual appropriation of funds by City Council, seventeen (17) parking spaces located at 727-729 Monticello Avenue, said parking spaces being more particularly described in Exhibit A and shown on Exhibit B, attached hereto ("Additional Parking Spaces").

1. **TERM OF LEASE**

City agrees to lease both the Premises and the Additional Parking Spaces for a term of three (3) years, such term to commence as of December 1, 2013 (the "Commencement Date") and to end on November 30, 2016 (the "Termination Date"), subject to the annual appropriation of funds by City Council. The parties understand and agree that Starke Street is unable to guarantee the availability of the Additional Parking Spaces for the entire term of the Lease, but in the event any of the Additional Parking Spaces become unavailable, Starke Street will give City at least sixty (60) days prior written notice of such unavailability and the lease payments shall be adjusted accordingly.

2. **OPTION TO RENEW**

So long as City has not defaulted under any provision of this Lease, including the payment of any amount due hereunder, the City has the option to renew this Lease for two additional terms of one year each upon the same terms and conditions as this Lease. City must give Starke Street written notice of its intention to renew at least ninety (90) days before the termination date of any current term.

3. **EARLY TERMINATION**

Effective August 31, 2015, City may terminate this Lease at any time by giving Starke Street ninety (90) days written notice of City's desire to terminate.

4. **USE**

City covenants and agrees to use and occupy the Premises and Additional Parking Spaces for an off-street surface parking lot, and, upon obtaining Starke Street's consent, the entire Premises and Additional Parking Spaces may be used for any other lawful purpose permitted by the zoning ordinances of the City of Norfolk, Virginia.

4. **ACCEPTANCE OF PREMISES**

City acknowledges that it is familiar with the Premises and the Additional Parking Spaces and hereby agrees to accept the Premises and the Additional Parking Spaces in their present condition. City acknowledges that neither Starke Street nor anyone on Starke Street's behalf has made any representations or warranties with respect to the condition of the Premises or the Additional Parking Spaces.

5. **BASE RENT**

Subject to the annual appropriation of funds by City Council, City covenants and agrees to pay to Starke Street as a base rent ("Premises Base Rent") for the Premises during each year of the term granted hereunder, except as hereinafter provided, the annual sum of THIRTY TWO THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS (\$32,136.00) payable in equal monthly installments of TWO THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS (\$2,678.00) on the first day of each and every month. City further covenants and agrees to pay to Starke Street as a base rent ("Additional Parking Spaces Base Rent") for the Additional Parking Spaces during each year of the term granted hereunder the annual sum of NINE THOUSAND ONE-HUNDRED EIGHTY DOLLARS (\$9,180.00), payable in equal monthly installments of SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$765.00), representing a per space rent of FORTY FIVE (\$45.00) per month. Monthly installments for both the Premises Base Rent and the Additional Parking Spaces Base Rent shall be made promptly in advance on the first day of each and every month during the term of this Lease without demand and without offset or deduction, together with such additional rent and other charges required to be paid by City as are hereinafter set forth in this Lease (the "Additional Rent").

No payment by City or receipt by Starke Street of a lesser amount than the Base Rent or Additional Rent stipulated in this Lease shall be deemed other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or payment, or any writing accompanying any check or payment of such rent, be deemed in accord and satisfaction, and Starke Street may accept such check or payment without prejudice to Starke Street's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

6. **ENVIRONMENTAL COSTS**

Notwithstanding anything in this agreement to the contrary, City does not hereby become responsible or in any manner whatsoever assume liability for environmental conditions or liabilities existing prior to its occupancy hereunder.

7. **CHANGE IN SCOPE OF TAXATION**

Nothing contained in this lease shall require City to pay any franchise, estate, inheritance, succession, capital levy, transfer of property tax of Starke Street, or federal income or state income tax or excess profits or revenue tax.

8. **INSURANCE**

Starke Street acknowledges that City is self-insured. To the extent permitted by law, and subject to any rights to sovereign immunity which may be applicable, and without waiving any right or defense City may have as a municipal corporation, City will be responsible for loss or damage to the Premises and/or the Additional Parking Spaces caused by the negligence of City's officers, employees, or agents.

9. **UTILITIES**

City shall at its own cost and expense, pay electrical, utility meter and services charges, including any deposits required by utility suppliers with respect to the Premises and the Additional Parking Spaces.

10. **REPAIRS.**

City shall keep and maintain the Premises and the Additional Parking Spaces in a good and complete state of repair and condition, except for ordinary wear and tear. City shall not call upon Starke Street during the term of this Lease for the making of any repairs whatsoever.

All repairs shall:

- (a) be performed in a good and workmanlike manner,
- (b) be at least substantially equal in quality and usefulness to the original work,
- (c) be of first-class modern character, and
- (d) not diminish the overall value of the Premises or the Additional Parking Spaces.

All repairs and replacements shall be and become the property of Starke Street without payment therefore immediately upon completion or installation thereof except as otherwise herein expressly provided.

11. **REQUIREMENTS OF PUBLIC AUTHORITIES**

City shall suffer no waste or injury in or about the Premises or the Additional Parking Spaces and shall comply with all federal, state, and municipal laws, ordinances and regulations applicable to the use and occupancy of the Premises and the Additional Parking Spaces, including, without limiting the generality of the foregoing, the making of any repairs that

may be required in order to comply with said laws, ordinances and regulations. In addition, City shall effect the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Premises and the Additional Parking Spaces.

12. **STARKE STREET'S RIGHT TO CURE**

Starke Street and its agents and workmen shall have the right to enter into and upon the Premises and the Additional Parking Spaces at all reasonable times for the purpose of inspection and examination of the state of repair and condition thereof.

13. **NET RENT**

It is the purpose and intent of Starke Street and City that the rent shall be net to Starke Street, so that this Lease shall yield, net, to Starke Street, the Premises Base Rent and the Additional Parking Spaces Base Rent specified in Section 5 hereof, in each month during the term of this Lease without any abatement, deduction, set off or counterclaim, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises and the Additional Parking Spaces which may arise or become due during or out of the term of this Lease, except for real estate taxes assessed against the Premises and the Additional Parking Spaces and debt service arising in connection with any mortgage placed on the Premises and/or the Additional Parking Spaces by Starke Street, shall be paid by City, unless the charge or obligation arises as a result of an Event of Default, as hereinafter defined. All real estate taxes are the responsibility of Starke Street. Any such real estate taxes shall be billed to, and paid by, Starke Street separate from the rent.

14. **DESTRUCTION**

If the Premises or the Additional Parking Spaces or any part thereof shall be damaged or destroyed by any other casualty or cause, except the negligence of Starke Street, its

agents or employees, City shall, at its own expense, repair, restore and/or replace the Premises and/or the Additional Parking Spaces to substantially the same condition as existed on the Commencement Date (such condition shall be deemed to include alterations, additions and improvements to the Premises and Additional Parking Spaces, if any, which may have been constructed by or on behalf of Starke Street subsequent to the date hereof). If, by reason of such other casualty, the Lease and the Premises and/or the Additional Parking Spaces are rendered wholly untenable, the rent shall be fully abated; or if only partially damaged, such rent shall be abated proportionately as to the value of that portion of the Premises and/or Additional Parking Spaces that are rendered untenable, and in any event, until the Premises and/or Additional Parking Spaces have been substantially repaired and restored or until City's operations are restored in the entire leased Premises and/or Additional Parking Spaces, whichever shall first occur.

15. **NON-LIABILITY OF STARKE STREET**

Starke Street shall not be liable for any damage or injury which may be sustained by City or any other person by reason of the elements, or resulting from acts, conduct or omissions on the part of City or of City's agents, employees, guests, licensees, invitees, assignees or successors, or on the part of any other person or party, except for the negligence of Starke Street, its agents or employees.

16. **REMOVAL OF SNOW**

City agrees to remove or cause to be removed, as the need for same arises, snow and ice from any sidewalks, driveways and parking areas within the Premises and Additional Parking Spaces.

17. **ALTERATIONS**

Except as set forth herein, City covenants and agrees that it will not make any improvements, changes, installations, renovations, additions or alterations in and about the Premises or Additional Parking Spaces without the prior written consent of Starke Street, which shall not be unreasonably withheld. If City installs or make any improvements, additions, installations, renovations, changes on the Premises or the Additional Parking Spaces with the approval of Starke Street, then in such event, all of such improvements, changes, additions, installations, renovations or alterations (except movable trade fixtures) shall remain on the Premises and/or the Additional Parking Spaces and shall be surrendered upon the expiration of the term hereof or, at the option of Starke Street, to be exercised by giving City at least sixty (60) days advance written notice either before or after the Termination Date or the date of the City's removal from or abandonment of the Premises and/or the Additional Parking Spaces, whichever is applicable, City shall remove forthwith such improvements, additions, installations, renovations, changes or alterations and restore the Premises and the Additional Parking Spaces to their condition as of the Commencement Date.

18. **SIGNS**

City may erect and maintain signs. Upon the termination of this Lease, City shall remove such sign or signs and shall repair any damage to the Premises and/or the Additional Parking Spaces caused by the erection or removal thereof.

19. **ACCESS TO PREMISES**

City shall permit Starke Street or its agents to enter onto the Premises and/or the Additional Parking Spaces for the purpose of showing the Premises and/or the Additional

Parking Spaces to persons wishing to purchase the same, and at any time within one year prior to the Termination Date to persons wishing to rent the same.

20. **ASSIGNMENT AND SUBLETTING**

City will not assign this Lease or sublet the Premises or the Additional Parking Spaces without obtaining Starke Street's prior consent in writing. If this Lease is assigned with the consent of Starke Street as aforesaid, or if the Premises, or any part thereof, or any of the Additional Parking Spaces are underlet or occupied by anybody other than City, Starke Street may collect rent from the assignee, undertenant or occupant and apply the net amount collected to the rent herein reserved; but notwithstanding such assignment, subletting or underletting, City herein shall remain liable for the payment of Base Rent and Additional Rent reserved hereunder and for the performance of all obligations imposed upon City by this Lease.

21. **AIR AND WATER POLLUTION**

City covenants and agrees to notify Starke Street immediately of any claim or notice served upon it containing any allegation that City is causing air, noise, or water pollution. City, in any event, will take immediate steps to halt, remedy or cure any such pollution caused by City in connection with its use of the Premises or the Additional Parking Spaces.

22. **COVENANT AGAINST LIENS**

City agrees that it shall not encumber, or suffer or permit to be encumbered, the Premises or the Additional Parking Spaces or the fee thereof by any lien, charge or encumbrance, and City shall have no authority to mortgage or hypothecate this Lease in any way whatsoever.

23. **SUBORDINATION**

This Lease shall be subject and subordinate at all times to any lien of any mortgage now or hereafter placed on the Premises and/or the Additional Parking Spaces or any

part thereof without the necessity of any further instrument or act on the part of City to effectuate such subordination, but City covenants and agrees to execute and deliver upon demand such further instrument or instruments evidencing such subordination of this Lease to the lien of any such mortgage as shall be desired by a mortgagee.

24. **SECURITY**

No security shall be required of City on this Lease.

25. **CONDEMNATION**

25.1. If the entire Premises and/or the Additional Parking Spaces shall be taken for any public or quasi-public use, by any power or authority having the right to take the same by condemnation, eminent domain, or otherwise, the amount awarded for compensation for the whole of the Premises and/or Additional Parking Spaces so taken, including all improvements, changes, additions and alterations made by City, shall be paid to Starke Street. City hereby expressly grants unto Starke Street the entire amount of the award or compensation, hereby expressly disclaiming all right, title and interest therein, and agrees that it shall have no claim for any damage or loss against Starke Street by reason of the condemnation or taking. City agrees that it will assert no claim for any improvements, changes, additions and alterations made by it to the Premises and/or the Additional Parking Spaces during the term of this Lease. This Lease shall terminate as of the date title to all of the Premises and/or Additional Parking Spaces shall vest in the taking body or the date City is ousted from possession of the Premises and/or Additional Parking Spaces, whichever is earlier, and Starke Street and City shall thereupon be released of and from all obligations and liabilities to each other accruing hereunder thereafter. City shall pay all Base Rent and Additional Rent accrued up to the time of the passing of title, and if any rent has been paid in advance Starke Street shall return the surplus.

25.2. If the temporary use of the whole or any part of the Premises and/or Additional Parking Spaces shall be taken by any lawful power or authority by the exercise of the right of condemnation, eminent domain or otherwise, or by agreement between City and those authorized to exercise such right, City shall give prompt notice thereof to Starke Street In that event, the term of this lease shall not be reduced or affected in any way and City shall continue to pay in full the Base Rent, Additional Rent and other charges herein reserved without reduction or abatement and City shall be entitled to receive for itself any award or payment made for such use, provided, however, that in the event such period of temporary use shall extend beyond the Termination Date, the award or payment shall be ratably apportioned between Starke Street and City.

25.3. The terms "condemnation," "taking," or similar terms as herein used shall mean acquisition by a public or quasi-public authority having the right to take the same by condemnation or eminent domain or otherwise, regardless of whether such taking is the result of actual condemnation or of voluntary conveyance by Starke Street.

25.4. City agrees to execute and deliver any instruments as may be deemed necessary by Starke Street to expedite any condemnation proceeding or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or the Additional Parking Spaces or any portion thereof.

25.5. If, notwithstanding the terms and conditions hereof, City shall assert a claim or right to claim any portion of any amount which may be awarded as damages or paid as the result of condemnation proceedings or paid to Starke Street as the purchase price for an option, sale or conveyance in lieu of formal condemnation proceedings, City shall be liable to Starke

Street for all damages sustained and all expenses incurred by Starke Street, including counsel fees and costs of legal proceedings, as a result of the assertion by City of any such claim.

26. **ENVIRONMENTAL COMPLIANCE**

(a) For purposes of this section:

(i) "Hazardous Substances" include any pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Resource and Conservation Recovery Act (42 U.S.C.1 SS6901 et Am) ("RCRA"), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. SS9601 et seq.) ("CERCLA") or any other federal, state or local environmental law, ordinance, rule or regulation.

(ii) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.

(iii) "Notice" means any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from any authority of the Commonwealth of Virginia, the United States Environmental Protection Agency ("USEPA") or other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional or unintentional act or omission resulting or which may result in the Releasing of Hazardous Substances into the waters or onto the lands of the Commonwealth of Virginia, or into waters outside the jurisdiction of the Commonwealth of Virginia or into the "environment," as such terms are defined in CERCLA. "Notice" shall include the imposition of any lien on any real property, personal property or revenues of the City, including but not limited to the City's interest in the Premises or the Additional Parking Spaces or any of City's property located thereon, or any violation of federal,

state or local environmental laws, ordinances, rules, regulations, governmental actions, orders or permits, or any knowledge, after due inquiry and investigation, of any facts which could give rise to any of the above.

(b) City shall comply with all applicable federal, state and local environmental laws, ordinances, rules and regulations, and shall obtain and comply with any and all permits required thereunder or any successor or new environmental laws. Upon the receipt of any Notice, City shall notify Starke Street promptly in writing, detailing all relevant facts and circumstances relating to the Notice.

(c) The requirements of this Section 26 shall apply to any successor in interest to the City, whether due to merger, sale of assets or other business combination or change of control.

27. **SURRENDER BY CITY AT END OF TERM**

27.1. City will surrender possession of the Premises and the Additional Parking Spaces and remove all goods and chattels and other property in the possession of City, by whomsoever owned, at the end of the term of this Lease, or at such other time as Starke Street may be entitled to re-enter and take possession of the Premises and/or the Additional Parking Spaces pursuant to any provision of this Lease, and leave the Premises and/or the Additional Parking Spaces in as good order and condition as they were at the beginning of the term, reasonable wear and tear excepted.

27.2. No act or thing done by Starke Street shall be deemed an acceptance of the surrender of the Premises and/or the Additional Parking Spaces unless Starke Street shall execute a written release of City. City's liability hereunder shall not be terminated by the execution by Starke Street of a new lease of the Premises and/or the Additional Parking Spaces.

28. **DEFAULT BY CITY**

28.1. If during the term of this Lease there shall occur any of the following events ("Events of Default"), City shall be deemed to be in default, and Starke Street shall have the right to terminate this lease:

(a) if City shall fail to pay any installment of Base Rent or Additional Rent when due; or

(b) if City shall fail to perform or observe any requirement, obligation, agreement, covenant or condition of this lease, other than the payment of any installment of Base Rent or Additional Rent, and any such failure shall continue for 15 days after Starke Street gives City notice thereof, or if such failure cannot be remedied within 15 days, then for a reasonable time thereafter, provided City commences to remedy such failure within said 15 day period and prosecutes the same to completion with diligence.

28.2. If Starke Street elects to terminate City's right to possession of the Premises and/or the Additional Parking Spaces under Section 28.1 following an Event of Default, Starke Street may re-enter and take possession of the Premises and/or the Additional Parking Spaces, with or without legal process, and City hereby waives any claim for damages as a result thereof, and City shall be obligated to pay to Starke Street as damages upon demand, and Starke Street shall be entitled to recover of and from City:

(a) all Base Rent and Additional Rent which are in arrears as of the date of termination of City's right to possession, plus

(b) the cost to Starke Street of all reasonable expenses and costs incurred by Starke Street in obtaining possession of the Premises and/or the Additional Parking Spaces, in enforcing any provision of this Lease, in preserving the Premises and/or Additional

Parking Spaces during any period of vacancy, in making such alterations and repairs to the Premises and/or Additional Parking Spaces as the City was required to make pursuant to the terms of this Lease and in reletting the Premises and/or the Additional Parking Spaces, including all reasonable brokerage commissions.

28.3. No waiver by Starke Street of any Event of Default or any default by City in any covenant, agreement or obligation under this Lease shall operate to waive or affect any subsequent Event of Default or default in any covenant, agreement or obligation hereunder, nor shall any forbearance by Starke Street to enforce a right or remedy upon an Event of Default or any such default be a waiver of any of its rights and remedies with respect to such or any subsequent default or in any other manner operate to the prejudice of Starke Street.

29. **QUIET ENJOYMENT**

Starke Street covenants that City, on paying the rental and performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold and enjoy the Premises and the Additional Parking Spaces for the term aforesaid.

30. **NOTICES**

30.1. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to or served upon either of the parties, or if either of the parties shall desire to give or serve upon the other any notice, demand, request, or other communication with respect hereto or the Premises and Additional Parking Spaces, each such notice, demand request or communication shall be in writing, and any law or statute to the contrary notwithstanding, shall be given or served as follows:

(a) if given or served by Starke Street, either by hand delivery, overnight courier or by mailing the same to City by registered or certified mail, postage prepaid,

return receipt requested, addressed to City at the City Manager, 810 Union Street, Room 1101 City Hall Building, Norfolk, Virginia 23510 or at such other address as City may from time to time designate by notice given to Starke Street in the manner herein provided; and

(b) if given or served by City, by hand delivery, overnight courier or by mailing the same to Starke Street by registered or certified mail, postage prepaid, return receipt requested, addressed to Starke Street at Starke Street, L.L.C., 109 East Main Street, Suite 200, Norfolk, Virginia 23510, or at such other address as Starke Street may from time to time designate by notice given to City in the manner herein provided.

30.2. Every notice, demand, request, or other communication hereunder shall be deemed to have been given or served at the time that the same shall be hand delivered, delivered to an overnight courier, or deposited in the United States mail, return receipt requested.

31. **WAIVER OF TRIAL BY JURY**

Starke Street and City hereby mutually waive their rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, City's use or occupancy of the Premises and/or Additional Parking Spaces, and any claim of injury or damage.

32. **DEFINITION OF TERM "STARKE STREET"**

When the term "Starke Street" is used in this Lease, it shall be construed to mean and include only the then owner of the fee title of the Premises and the Additional Parking Spaces. Upon the transfer by Starke Street of the fee title to the Premises and/or the Additional Parking Spaces, Starke Street shall give City notice in writing of the name and address of Starke Street's transferee. In such event, the then Starke Street shall be automatically free and relieved from and after the date of such transfer of title of all personal liability with respect to the

performance of any of the covenants and obligations on the part of Starke Street herein contained to be performed, provided any such transfer and conveyance by Starke Street is expressly subject to the assumption by the grantee or transferor of the obligations of Starke Street to be performed pursuant to the terms and conditions of this Lease.

33. **ENTIRE AGREEMENT**

This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

34. **APPLICABLE LAW**

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and any suit arising out of this Lease shall only be brought in the State or Federal Courts located in the State of Virginia. In the event of any such suit, the parties hereto consent to the personal jurisdiction of such courts and waive any defense based on improper venue.

35. **BIND AND INURE CLAUSE**

The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of each of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Lease to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

(SIGNATURE PAGES TO FOLLOW)

STARKE STREET, L.L.C.

By: _____

Title: _____

State of Virginia

City of _____, to-wit:

I, _____, a Notary Public in and for the City of _____, in the State of Virginia, whose term of office expires on the ____ day of _____, do hereby certify _____, _____ (Title), on behalf of Starke Street, L.L.C., whose name is signed to the foregoing Lease Agreement dated _____, 20____, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of _____, 20____.

_____[SEAL]
Notary Public

Registration No. _____

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

City Clerk

**STATE OF VIRGINIA
CITY OF NORFOLK, to-wit:**

I, _____, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the ____ day of _____, _____, do hereby certify that _____, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names are signed to the foregoing Lease Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 20__.

_____[SEAL]
Notary Public

Registration No. _____

APPROVED AS TO CONTENTS:

Director, Department of Human Services

**APPROVED AS TO FORM AND
CORRECTNESS:**

Deputy City Attorney

CERTIFICATE OF FUNDING

I certify that the money required for this Lease Agreement is in the City Treasury to the credit of the fund from which it is to be drawn and not appropriated for any other purpose.

Account: _____

Activity Code: _____

Amount: _____

Vendor Code: _____

Contract/Agreement No.: _____

Director of Finance

Date

EXHIBIT A TO LEASE AGREEMENT

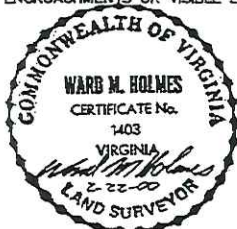
**Lots 11 – 16,
Property N/F Rettew and Two Lots on Monticello Avenue
On the South Side of Starke Street
Between Granby Street and Monticello Avenue**

All those certain lots, pieces or parcels of land situate, lying and being in the City of Norfolk, Virginia, said parcels being further described as follows: Lots 11, 12, 13, 14, 15 and 16, as well as a parcel labeled "N/F RETTEW," said lots and parcel being previously described as Exhibit A in Instrument #000011377 in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, and being shown on a plat entitled, "Physical Survey of Lots 11, 12, 13, 14, 15 & 16, Plan Showing Survey and Layout of Jones Estate and Portion of Property Shown on Survey for Mary Rettew, Norfolk, Virginia, for Starke Street, L.L.C.," said plat being on record in the Division of Surveys in the Department of Public Works in the City of Norfolk, Virginia, as file number PS6389 and those two lots previously described as Exhibit A in instrument #130030814 in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, and being shown on a plat entitled, "Physical Survey of Property of Charles Doyle," said plat being on record in the Division of Surveys in the Department of Public Works in the City of Norfolk, Virginia, as file number 946A.

February 3, 2014

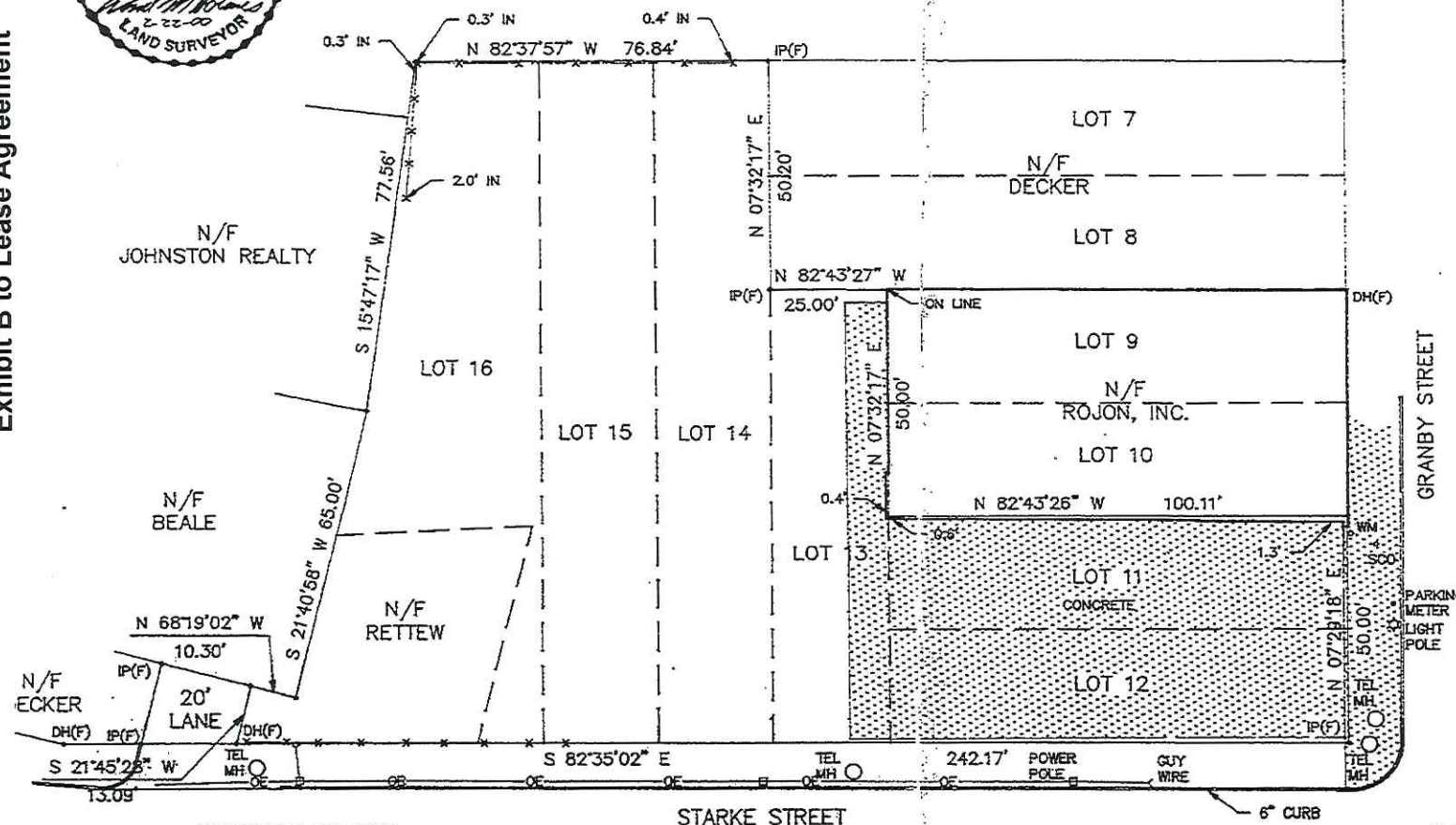
THIS IS TO CERTIFY THAT I, ON FEB. 22, 2000, SURVEYED THE PROPERTY SHOWN HEREON, AND THAT THE TITLE LINES AND PHYSICAL IMPROVEMENTS ARE AS SHOWN HEREON. THE IMPROVEMENTS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OR VISIBLE EASEMENTS EXCEPT AS SHOWN.

SIGNED:



PARCEL 39
CITY OF NORFOLK

NOTE: THE PROPERTY SHOWN HEREON APPEARS TO LIE IN "B & C" FLOOD ZONES ACCORDING TO F.E.M.A. MAP NO. 510104-0017D, REVISED APRIL 17, 1984



GRAPHIC SCALE



S. 6389 R 15 (IN FEET)
1 inch = 25 ft.

WARD M. HOLMES
LAND SURVEYOR, P.C.
9225 GRANBY STREET
NORFOLK, VIRGINIA 23503
757-480-1230

DEEDS AND PLAT REFERENCES
MAP BOOK 1 PAGE 5
DIVISION OF SURVEYS DRAWING
4284 # 1862 # 50-153
DEED BOOK 170A PAGE 137
DEED BOOK 286C PAGE 374

APPROVAL FOR RECORDATION OF PLAT
SHOWING EXISTING PROPERTY LINES AND
OR CONDITIONS AND NOT APPROVED AS
A SUBDIVISION PLAT.

ENGINEER OF SURVEYS DATE
John D. Wade 5/9/00

PHYSICAL SURVEY
OF
LOTS 11, 12, 13, 14, 15 & 16
PLAN SHOWING
SURVEY AND LAYOUT
OF
JONES ESTATE
AND
PORTION OF PROPERTY
SHOWN ON SURVEY
FOR MARY RETTEW
NORFOLK, VIRGINIA
FOR
STARKE STREET, L.L.C.

DATE: FEB. 22, 2000 SCALE: 1" = 25'

S. 6389 R 15 PROJECT NO. 00

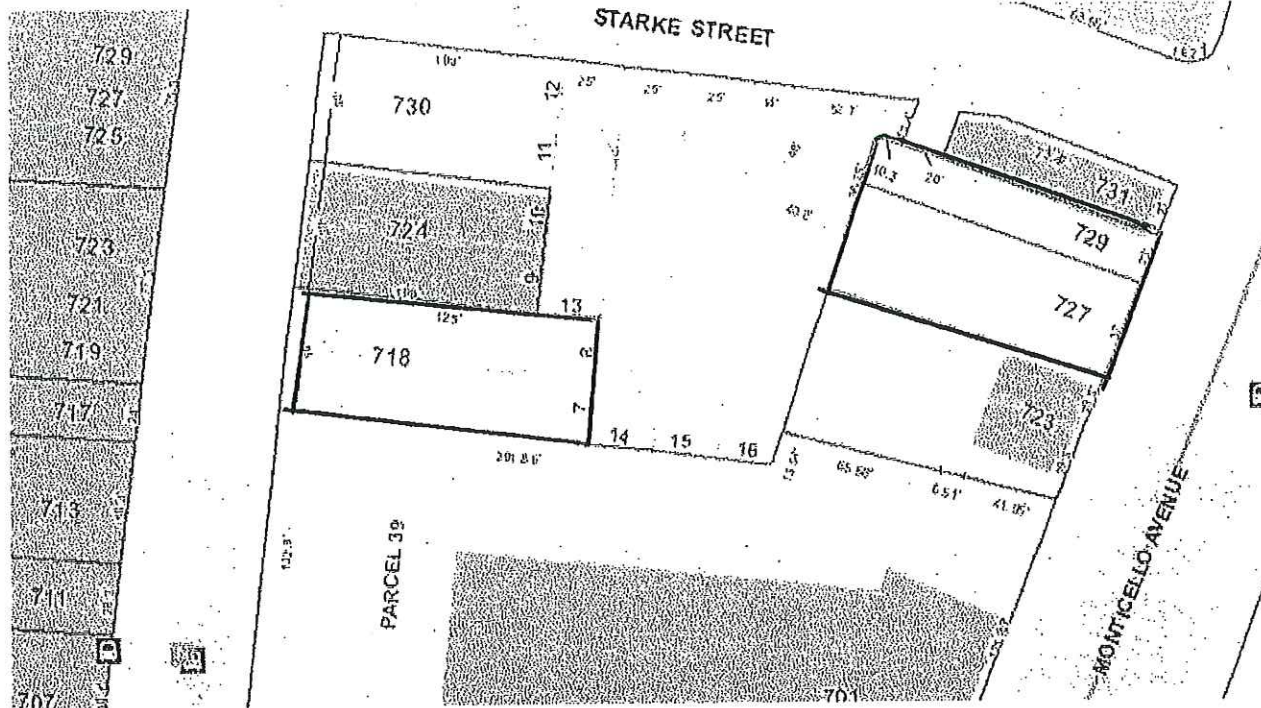


EXHIBIT B TO ORDINANCE

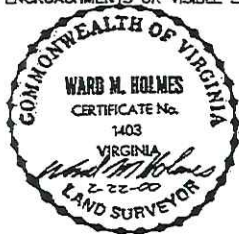
**Lots 11 – 16,
Property N/F Rettew and Two Lots on Monticello Avenue
On the South Side of Starke Street
Between Granby Street and Monticello Avenue**

All those certain lots, pieces or parcels of land situate, lying and being in the City of Norfolk, Virginia, said parcels being further described as follows: Lots 11, 12, 13, 14, 15 and 16, as well as a parcel labeled "N/F RETTEW," said lots and parcel being previously described as Exhibit A in Instrument #000011377 in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, and being shown on a plat entitled, "Physical Survey of Lots 11, 12, 13, 14, 15 & 16, Plan Showing Survey and Layout of Jones Estate and Portion of Property Shown on Survey for Mary Rettew, Norfolk, Virginia, for Starke Street, L.L.C.," said plat being on record in the Division of Surveys in the Department of Public Works in the City of Norfolk, Virginia, as file number PS6389 and those two lots previously described as Exhibit A in instrument #130030814 in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, and being shown on a plat entitled, "Physical Survey of Property of Charles Doyle," said plat being on record in the Division of Surveys in the Department of Public Works in the City of Norfolk, Virginia, as file number 946A.

February 3, 2014

THIS IS TO CERTIFY THAT I, ON FEB. 22, 2000, SURVEYED THE PROPERTY SHOWN HEREON, AND THAT THE TITLE LINES AND PHYSICAL IMPROVEMENTS ARE AS SHOWN HEREON. THE IMPROVEMENTS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OR VISIBLE EASEMENTS EXCEPT AS SHOWN.

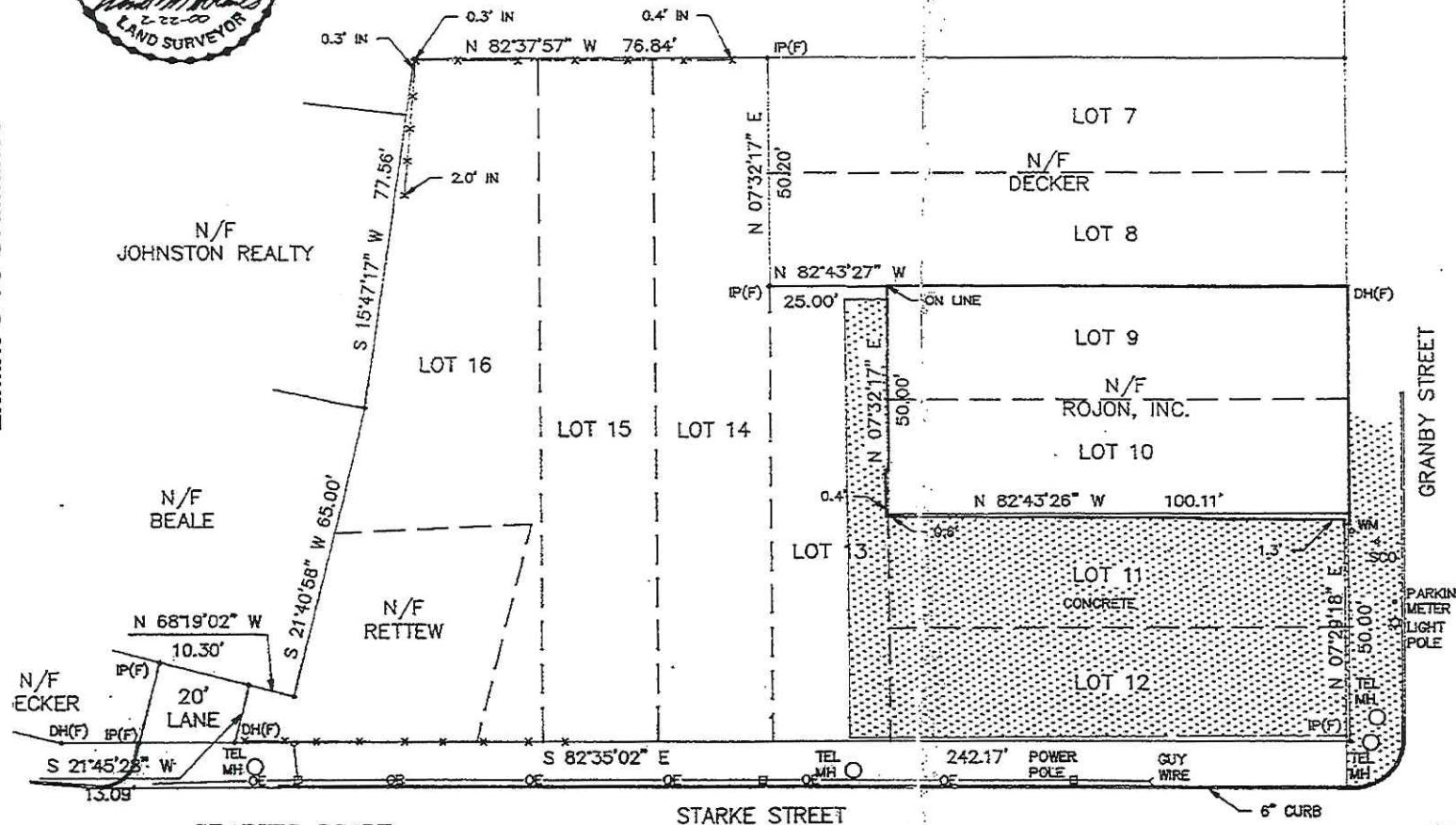
SIGNED:



PARCEL 39
CITY OF NORFOLK

NOTE: THE PROPERTY SHOWN HEREON APPEARS TO LIE IN "B & C" FLOOD ZONES ACCORDING TO F.E.M.A. MAP NO. 510104-0017D, REVISED APRIL 17, 1984

Exhibit C To Ordinance



GRAPHIC SCALE



S. 6389 R 15 (IN FEET)
1 inch = 25 ft.

WARD M. HOLMES
LAND SURVEYOR, P.C.
9225 GRANBY STREET
NORFOLK, VIRGINIA 23503
757-480-1230

DEEDS AND PLAT REFERENCES
MAP BOOK 1 PAGE 5
DIVISION OF SURVEYS DRAWING
4284 # 1862 # 50-153
DEED BOOK 170A PAGE 137
DEED BOOK 286C PAGE 374

APPROVAL FOR RECORDATION OF PLAT
SHOWING EXISTING PROPERTY LINES AND
OR CONDITIONS AND NOT APPROVED AS
A SUBDIVISION PLAT.

ENGINEER OF SURVEYS DATE
John D. Wade 5/9/00

PHYSICAL SURVEY
OF
LOTS 11, 12, 13, 14, 15 & 16
PLAN SHOWING
SURVEY AND LAYOUT
OF
JONES ESTATE
AND
PORTION OF PROPERTY
SHOWN ON SURVEY
FOR MARY RETTEU
NORFOLK, VIRGINIA
FOR
STARKE STREET, L.L.C.

DATE: FEB. 22, 2000 SCALE: 1" = 25'

S. 6389 R 15 PROJECT NO. 00

